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Current Topics.

Our Modern Peerage.

THE PUBLICATION of the delayed "New Year" Honours List serves to recall how modern, comparatively speaking, are either the various grades of distinctions, or the majority of the creations now enjoyed by those whose order has an ancient origin. With the exception of secondary titles, e.g., the Duchies of Lancaster and Cornwall, held by His Majesty or the Prince of Wales, all the royal dukedoms have been conferred within the past sixty years. Conversely, however, the dukedom of Westminster was the last to be bestowed on a subject. This was in 1874, the same year which saw the creation of the royal dukedom of Connaught. Even so, Norfolk is the only duchy which dates back to pre-Tudor times, 1483.

"Jockey of Norfolk, be not too bold,
For Dickon thy master is bought and sold."

Again, Somerset, first held by EDWARD VI's ill-fated "Lord Protector," is the sole remaining Tudor patent, chiefly because ELIZABETH made no dukes at all during her long reign, and desired to see this dignity fall into disuse. The title of Marquis, which JOHN DE BEAUFORT, in HENRY VI's day, refused "as a new honour altogether unknown to my ancestors," was in fact imported from Germany in the fourteenth century. But with the exceptions of HUNTLY and WINCHESTER, TUDOR, QUEENSBERRY, LOTHIAN and TWEEDDALE, STUART, attainders and defaults of heirs male have so depleted the order that all the other forty odd holders are the result of creations less than two centuries old. What is true of the two senior grades of the peerage applies equally to earldoms, viscounties and baronies. Baronetcies, of course, did not originate till JAMES I's reign, while, with the notable exceptions of the Garter—the revival of the Bath was engineered by WALPOLE to serve his own purposes—and "the accolade of knighthood," all the other orders of chivalry certainly cannot be called ancient in the English sense of the word. All the same, those who cavil at the multiplication of honours and dignities hardly sufficiently remember that population has also very nearly trebled within the past hundred years, and the service of Empire now implies vastly more than it did when a turn at "shaking the pagoda tree" was the principal reward desired or obtained.

Sequels of the Rutherford Case.

IN 1919 Lieutenant-Colonel RUTHERFORD was found guilty of the murder of Major MILES SETON, and sent to Broadmoor Criminal Lunatic Asylum. In 1921 his wife obtained a decree *nisi* of divorce. The intervener appealed, the Court of Appeal revoked the decree, and the House of Lords upheld this decision. Now Colonel RUTHERFORD has been released, and his name has been replaced on the Medical Register. The whole process is a logical one, but, like many logical processes in a world of men and women not constructed on Euclidean principles, it works oddly. When we speak of a logical process we are not referring to the absurd form of verdict, which implies that a man can be guilty of a crime without having the power of forming the essential criminal intent. What is logical is that a man not guilty of a crime because of his insanity should, when he becomes sane, start with a clean slate. But it is a little disconcerting that a man who is a murderer, or alternatively a recovered lunatic, can remain a medical man authorised by law to practise as such. The position of the unhappy wife is peculiarly unfortunate, and there can be no one, whatever his views on divorce, who will not sympathise with her in the position she is placed. Her case has been used as an argument for altering the law. It is difficult to conceive a stronger instance.

Children Injured by Dangerous Machines.

THE CASE OF *Robert Addie & Sons (Collieries), Ltd.* v. *Dumbreck*, *Times*, 26th ult., raises no new principle of law, but it is of importance in that it provides confirmation by the House of Lords of the judgment laid down by the Court of Appeal in *Hardy* v. *The Central London Railway*, 1920, 3 K.B. 459, and may be considered to settle, once and for all, the question whether a landowner is under a greater liability to children who are trespassers than to ordinary trespassers. In *Hardy* v. *Central London Railway*, *supra*, it was held that if children were trespassers the landowner is not entitled intentionally to injure them or to put dangerous traps for them intending to injure them, but that he is under no liability if, in trespassing, they injure themselves on objects legitimately on his land in the course of his business, for against these he is under no obligation to guard trespassers. This principle was expressly approved by the Lord Chancellor in the course of his judgment, and is to be welcomed so far as it goes. As the law now stands it would seem that, provided effective steps are taken to warn off children who may be trespassing on his land, a landowner is under no obligation to fence or otherwise protect objects, possibly dangerous, which may be considered "attractive to children," for, as SCRUTTON, L.J., remarked in *Hardy* v. *The Central London Railway*, *supra*, most landowners "have objects attractive to children on their land: apple trees, streams, and other infantile joys. Must they, besides warning off the children wherever they see them, erect such fences and walls that no child can get through?"

Lord Atkin and Poor Prisoners' Defence.

THE FRIENDS of prisoners unable to afford legal defence should consider carefully the advice given them, at the recent conference on "Legal Aid for Poor Prisoners," held at the Middle Temple Hall, by two such moderate and trusty counsellors as Mr. J. J. WITHERS, M.P., and LORD ATKIN. Mr. WITHERS has presented the Poor Prisoners' Defence Bill now before the House of Commons. His experience in the difficult art of piloting private measures through a congested Parliament is very great, and he was able to announce that if the supporters of the Bill would be willing to drop certain clauses, the Government would treat it as an agreed measure, and there would be every chance that it would become law

before the dissolution. Even as it would then stand, it would be no unsatisfying half measure. It embodies the recommendations of the Finlay Committee, and goes farther in so far as it allows magistrates to grant legal aid in any suitable case during the proceedings in the summary courts. They will not be limited, as it was proposed they should be by the Finlay Committee, to granting it in cases of murder or charges of great gravity. Lord ATKIN declared himself in favour of the measure, but he warned his audience that they must be cautious. He pointed out that there would be great difficulties in putting the proposals into execution. Magistrates would be required first to see if there was a defence needing the assistance of solicitor or counsel, and then to adjudicate upon that defence. It is no easy matter to combine the two functions. Cases have been known where the judge or magistrate before their elevation to the Bench were strong men with a defending brief. Occasionally a case came before them where instinctively they could scent an excellent defence. The temptation to pursue it has often proved irresistible. They not only pointed out the possible defence but followed it up themselves, and in the excitement of the chase lost sight of all other considerations. Of one such court as this, it was once amusingly said: "Far from being concerned to keep the scales of justice true, he used them to beat the heads of the witnesses for the prosecution"—a very human failing perhaps, but a serious one in a person acting in a judicial capacity. When a difficulty occurs it is so easy to be inveigled into suggesting solutions; following upon this, it is equally easy to be lured into a desire to show that the solution advanced is the correct one and to wave aside any argument put forward against it. Perhaps it was considerations like these which Lord ATKIN had in mind when he directed the attention of the conference to this problem. His own suggestion is an excellent one. He recommends that the necessary enquiries should be made not by the Bench which is to try the case, but by a single magistrate or the clerk. The court would then come to the case with a perfectly open mind.

At their Pleasure.

THE COMFORTABLE feeling of comparative security of employment hitherto enjoyed by clerks and certain other officials employed by municipal authorities has been rudely shattered by the recent judgment of Mr. Justice MCCARDIE in the case of *Brown* v. *Dagenham Urban District Council* (73 SOL. J. 144), where he held that the council had power to dismiss at will one of its employees. The plaintiff, who was both clerk and superintendent assistant overseer, claimed damages for alleged wrongful dismissal, alleging that he had been victimised by certain socialistic members of the council for having assisted in maintaining law and order during the general strike in 1926. The council pleaded that the plaintiff resigned his office as clerk and was lawfully dismissed from his position as assistant overseer for neglect of duty and inefficiency. The plaintiff held office under a minute of the council passed on the 9th April, 1926, which stated that his appointment, made under s. 189 of the Public Health Act, 1875, should be subject to three months' notice on either side. Upon a consideration of the evidence and the documents his lordship was of opinion that the plaintiff did not resign his clerkship, and he held, however, that the council had the right to dismiss him at their pleasure under s. 189 of the Act of 1875. Undoubtedly, said Mr. Justice MCCARDIE, the contract between the parties, as shown by the minute, provided for three months' notice to terminate the employment on either side, but the council contended that the minute was destitute of legal value, and that no contract was valid which provided that a clerk or the like official should be entitled to notice before dismissal, and he, his lordship, was of opinion that s. 189 of the Act of 1875 gave that right of dismissal irrespective of the contract between them. The principles applicable to the rights and liabilities of local authorities in respect of the employment of officials do not, it is submitted, detract from their right to contract out of the statute in cases of the present nature. The Act requires that they shall employ certain officials and that they shall be entitled to dismiss them "at their pleasure." But where it has been their pleasure to incorporate in the minutes their own authorised intention that an official's employment shall be subject to three months' notice on either side, it is a little difficult to appreciate that they can equally at their pleasure dismiss him at a moment's notice. They can only have their pleasure once, and when they have exercised it by agreeing to give and require three months' notice, surely a summarily dismissed official has some remedy against them! It is submitted that there has been a clear error in reading "at their pleasure" as meaning "any time they like irrespective of contract," instead of taking it to refer to the period of notice determined upon when the employment was entered into. If an urban authority did in fact wish to reserve to itself the power to exercise a right of instant dismissal, it had but to omit any reference to the terms of the period of notice in the minute making the appointment; no doubt, however, such an omission would reflect disastrously upon the supply of applicants. As matters now stand, municipal officials are in a far worse position than employees in industrial concerns, who at least can enforce their contracts by law, and if they can be summarily dismissed for misconduct so also can urban authority officials, and without the compensation otherwise awarded by s. 49 of the Rating and Valuation Act, 1925.

A "Jactitation" Slander?

ACCORDING TO a newspaper, a popular American actress, now appearing in England, has been troubled by the claim of a man unknown to her that she is his "little wife," and has issued a writ for slander. The lady's advisers are said to have considered recourse to the ancient remedy of "jactitation," but to have rejected it because her nationality would have complicated matters. It does not appear, however, that domicil is required to give jurisdiction in jactitation as it is in divorce. Does then a man slander a woman by falsely asserting that she is his wife? If she is somebody else's wife, and living with her husband, then no doubt he does so, for there is an obvious implication of unchastity. If she is a spinster, however, the defamation is not so clear. The man in effect asserts that he has chosen her for his highest compliment, which hardly seems defamatory. Possibly such a statement might drive off an eligible suitor, and thus cause temporal loss, but there still remains the difficulty as to defamation. In *Duplany* v. *Davis*, 1886, 3 T.L.R. 184, the plaintiff, an actor, recovered £100 from the defendant, a contributor to a paper called *The Bat*, for falsely stating that the plaintiff had been a waiter. There was also the further suggestion that he was not a good actor, but it is somewhat difficult to follow the decision that such a statement was an actionable libel, for a waiter might reveal himself as an excellent actor, and it is well-known that star comedians often rise from very humble origin. In *Shapiro* v. *La Morta*, 1923, 68 L.J. 522, a professional accompanist brought an action to recover damages for the loss of an engagement on a date when the defendants falsely asserted that she had agreed to accompany one of them in their concert, but the action failed on the issue of malice. Possibly an actress might be more popular, and a better "draw" as a spinster than as a wife, but that proposition has never been established, and seems very doubtful, in view of some of the most popular actresses being wives, not to say even divorcées. Whether a lady who lost a suitor could sue on such a false statement appears open to doubt. The suitor would have to give evidence, and, if still a bachelor, would have to explain why he did not marry the plaintiff when he found out the mistake. If he had married someone else before then, his position in giving such evidence *vis-a-vis* his lawful wife would be a delicate one.

Criminal Law and Police Court Practice.

English and American Justice.—The friendship between the English and the American Bars should make for a free exchange of views and for a friendly acceptance of criticism. Criticism, however, sometimes begins, like charity, at home. *The Panel*, a publication of the Association of Grand Jurors of New York County, contains an article consisting of excerpts from "An appraisal of English Procedure," by Professor Edson S. Sunderland, in which English and American methods of bringing cases to trial are contrasted, much to the disadvantage of the latter.

"Instead of conniving at the instinctive desire of counsel to keep his adversary as far as possible in the dark . . . the English rules provide for the most thorough disclosure and discovery." The practice of settling various preliminaries before a master and of ascertaining before trial what is admitted and what denied, is commended as saving time and expense, narrowing the issues, and facilitating the quest after truth. "The spirit of the times calls for disclosure, not concealment in every field—in business dealings, in governmental activities, in international relations, and the experience of England makes it clear that the courts need no longer permit litigating parties to raid one another from ambush."

All this, of course, has reference particularly to civil actions. Even in criminal proceedings, however, the modern tendency is to encourage the earliest possible disclosure of the case for the prosecution and for the defence, to deprecate surprise tactics, and to encourage the impartial search for truth.

We hardly observe all the encomium conferred upon us by the American professor. He has, however, realised an ideal and generously given us credit for having lived up to it.

In the course of another article, *The Panel* quotes Justice Proskauer: "Most of the time in our courts of law is not consumed with the adducing of evidence: it is largely occupied with controversy and discussion as to the manner in which the evidence shall be adduced . . . The law of evidence is not an end in itself and we should cease making it an objective. It is purely adjective law, simply a method by which to ascertain facts." We might all learn from this.

Other articles in this excellent little journal deal with grand jury investigations (showing that the American grand jury has a wider sphere of action than the English), and various efforts to combat perjury and reduce legal delays and formalities. One bears the suggestive title "Uproot Perjury by Prompt Examination of Witnesses." It may be doubted whether all the proposals put forward are sound or workable, but they are at least stimulating and contain much that is worth consideration.

Occasional Licences.—The protests which seem to be made almost daily by a certain metropolitan police magistrate against the abuse of "occasional" licences raise an interesting problem. One can quite well see that too frequent grants of "occasional" licences may well become an abuse, but where in practice is the line to be drawn? On the one hand there is the parish hall in the country where the ordinary licence would be ridiculous, while on the other hand there are "halls" and "galleries" in London and other cities where dances at which intoxicating liquors are consumed are so frequently held that anything but the ordinary licence would be monstrous. Now it is stated in s. 64 (4) of the Licensing (Consolidation) Act, 1910, that "for the purposes of this Act an 'occasional' licence is a licence for the sale of intoxicating liquor granted under the authority of the Commissioners of Customs and Excise in pursuance of section thirteen of the Revenue Act, 1862, section twenty of the Revenue Act, 1863, and section five of the Revenue Act, 1864." The relevant section of the Revenue Act, 1862, empowered the Commissioners of Inland Revenue to allow owners of licensed premises to take out an "occasional" licence in respect of "any other place, and for such space or period of time, as the Commissioners shall approve, if they are of the opinion that it is conducive to 'public convenience, comfort and order,' that such occasional licence should be granted." This provision obviously gives the Commissioners a fairly wide discretion, but it would seem to be in the public interest that there should be some definite limit to the numbers of occasional licences granted annually to the same person or in respect of the same premises.

"Clearing up an ambiguity."—A prisoner making a voluntary statement must not be cross-examined, and no questions should be put to him about it except for the purpose of removing ambiguity in what he has actually said. For instance, if he has mentioned an hour without saying whether it was morning or evening, or has given a day of the week and day of the month which do not agree, or has not made it clear to what individual or what place he intended to refer in some part of his statement, he may be questioned sufficiently to clear up the point." Thus para. 7 of the famous "Judge's Rules." Very harmless it looks, but a recent case, *R.* v. *Holmyard*, 1929, in the Court of Criminal Appeal, shows how exceedingly dangerous for the accused clearing up ambiguities may be. "I hit him," said the accused in his statement. "Did you use any instrument?" asked the detective. The Lord Chief Justice comments, "There might be a context where such a question would be objectionable, but where, as here, the question was asked for the purpose of clearing up an ambiguity, the detective did not at all exceed his functions." There are occasions where the use of a weapon makes slaying murder instead of manslaughter, and if an accused person who says, "I hit him," is to be asked, "Did you use an instrument?" he may be being asked a crucial question, the answer to which will settle whether he is to be hanged or not. With deference to the court, we decline to consider "I hit him" as an ambiguous statement. It is, on the contrary, absolutely clear cut and definite, provided it is known who was the antecedent to the relative "him." The statement may be incomplete, but incompleteness is not necessarily ambiguity. If the terms are to be used as interchangeable the "rule" becomes self-contradictory, because obtaining by questions the completion of incomplete statements is the process known as cross-examination, the very thing the rule purports to forbid.

The Club Question.—As the result of the *Goddard Case*, it appears there has been quite a slump in the night-club business. That, however, is probably only temporary, and the problem of the inspection and regulation of night-clubs, which is itself only one branch of the larger question of the control of clubs generally, remains in need of solution. That there are many clubs which are no better than unlicensed public-houses, and others in which vice of various kinds goes on, is well known. The difficulty is to obtain admission to them, and to conduct police observation on them. The very methods forced upon the police are open to criticism, and they undoubtedly offer temptations which all but the most high-minded officers may find difficult to resist. If it were suggested that working-men's clubs should be open to inspection by the police without warrant, there would be a natural outcry that here again is an attempt at class legislation. To go further and suggest that all clubs, however aristocratic, should be subject to such inspection, would arouse consternation in the quietnesses of the West-end clubs. But would it really be so terrible or so unreasonable? To empower police officers of the rank of inspector to enter a club without notice need not cause any inconvenience. Such visitation could be, probably would be, perfectly unobtrusive and need not interfere with the calm enjoyment of the members of well-conducted clubs. Only the ill-managed establishments would be incommoded; to them the mere knowledge that the police could enter at any moment would act as a restraining influence. In the case of the most highly

responsible and solemn clubs, the result might even be to enliven them with occasional mild excitement. We can all guess to which club KAREL CAPEK referred (and wish it could be stirred into life) in "Letters from England," when he wrote of its silence: "This silence is not the silence of a man in solitude, nor the silence of a Pythagorean philosopher, nor silence in the presence of God, nor the silence of death, nor a mute brooding, it is a special silence, a saintly silence, a refined silence. The silence of a gentleman among gentlemen."

POLICEMEN IN DISGUISE.—An attack upon the methods of the prosecution involves risk, as every experienced advocate knows, because if the attack fails it is apt to recoil upon the defence. This is particularly true of the police; for, it must be admitted in justice to them, in the majority of cases their conduct will bear investigation and withstand attack. Recently, however, there has been a good deal of press criticism of police methods of obtaining evidence of irregularities in clubs and licensed premises. A case in Worcestershire, where a policeman is said to have obtained employment as a pianist at a beer-house in order to secure evidence of offences against the licensing law, gave rise to quite a considerable outcry. We do not altogether agree with the general condemnation. If a policeman, or anyone else, acts the part of *agent provocateur*, or himself commits offences in order to secure evidence against a suspect, that is clearly undesirable. If, however, he merely adopts a rôle or a disguise so as to be in a position to see what goes on, we see no harm in it. How, otherwise, certain kinds of offence could ever be proved to conviction, it is difficult to see. English police officers do not, as a rule, go in very much for disguise. An illustrated weekly recently gave some highly interesting photographs of famous French detectives in various disguises adopted by them for the discovery of criminals. Here, so far as one can judge from what one reads, the most artistic make-ups are adopted not by noted detectives unravelling sensational crimes, but rather by officers of humbler rank detailed to catch street bookmakers or the promoters of irregularly managed clubs. A few weeks ago there was the case of the sergeant disguised as a pale-faced invalid, wheeled about in a bath-chair, who was thus enabled to get close enough to a street bookmaker to observe his actions and then, suddenly leaping from his invalid carriage, arrest his man. Cases have also been recorded where constables have dressed as labourers and worked on the road near a bookmaker's pitch, or pushed a milk-barrow close up to him and kept watch upon him. Others have adopted various parts in order to mingle, unsuspected, among the members of clubs, humble or rich, in which offences have been going on. All this must be rather amusing for the policeman, and rather startling in the end, for the offenders. The danger of acting a part is, however, obvious; it must be difficult to avoid embarking upon a course of falsehood to keep up the illusion. Falsehood may sometimes be justifiable; even if that be so, it is undesirable and apt to be most demoralising. As a learned magistrate in London recently observed, it is necessary at all events to remember that the moment the rôle is dropped and the policeman becomes himself again, there must be strict adherence to the truth henceforward.

STREET-TRADERS AND EXPENSES.—A point of considerable interest to street traders in London, and possibly indirectly elsewhere, came before Mr. H. C. A. BINGLEY, one of the Metropolitan Magistrates, at Marlborough Street Police Court, on 22nd February, when he resumed the adjourned hearing of a summons taken out by the Westminster City Council against HENRY ARMSTRONG, a licensed stall-holder, for the recovery of charges made by the council in accordance with their bye-laws as to street trading made under Pt. VI of the London County Council (General Powers) Act, 1927, in respect of the removal of refuse or for other services rendered by the council in respect of the defendant's stall in Pall Mall.

The defendant, who had a stall from which he sold papers and periodicals, alleged that he stood on private ground, by permission. He had, however, taken out a licence as a street trader. He further claimed that as he made no refuse or rubbish and the City Council performed no services for him, he was not liable to pay charges; and it was to this second point that the City Council's solicitor (Mr. ROTTON) was invited particularly to address himself, evidence as to the site of the stall being on the public footpath having been given.

Mr. ROTTON called evidence to prove that a whole-time inspector was employed by the City Council to see that the bye-laws were observed, that licensed traders occupied their proper positions, and that no unlicensed persons took up pitches; that the expenses of administering the Act were estimated at £2,100 per annum for street cleaning and removal of refuse, and £923 for administrative and legal expenses, and that charges for licences and charges made under the bye-laws were estimated to bring in £2,990. He submitted that the City Council was authorised by s. 37 of the Act to levy a charge, determined under the bye-laws, on all licensed street traders, whether they made refuse or not, and that the defendant had, in common with other stall-holders, the benefit of "other services," such as were rendered by the inspector in seeing that the bye-laws were observed.

Section 37: "Any borough council may make and recover from persons licensed by them under provisions of this Part of this Act charges for the removal of refuse or other services rendered by them not exceeding the amounts prescribed by bye-laws made under this Part of this Act."

Section 36 authorises the making of bye-laws relating to, *inter alia*, the deposit and removal of refuse and the charges which may be made for removal or other services rendered by a borough council.

The learned magistrate said that he was satisfied that the defendant in fact had no rubbish for the City Council to remove, and in his opinion the City Council was not entitled to charge all stall-holders a weekly sum irrespective of services rendered. The point was interesting and not by any means easy to decide, but he should dismiss the summons and would be willing, if requested, to state a case.

BAIL BY THE POLICE.—The presiding alderman at the Guildhall (London) Justice Room expressed some astonishment last week that a man whom he sentenced to imprisonment for larceny, and who, it was said, had a very bad record, had been granted bail at the police station.

An inspector said that the Criminal Justice Act gave the police wide powers as to bail, and it was generally recognised that in most cases bail should be granted when the prisoner's address had been verified. Another inspector said that only in a murder case would bail be as a matter of course refused. The alderman agreed that when there was the least doubt about a person's guilt he should not be kept in custody, but, in this instance, where the theft had never been denied, he could not understand the reasonableness of granting bail.

Certain notorious cases have in recent years done a great deal to increase the readiness of the police to grant bail at the police station. The whole object of bail is to secure the attendance of the accused, and it does not follow that he will be likely to abscond because he admits his guilt. In the present case, it appears from the report, he was late in appearing and the magistrate had said he would issue a warrant; but he did appear.

Moreover, it may be reasonable to let a man go at large, even if he has admitted his guilt and he is known to have a bad record. Home circumstances may be such as to make it desirable that he should see his family even if he is likely to go to prison next day. Upon the police a heavy responsibility and a wide discretion are imposed. If they detain people in custody they are liable to criticism, and the fact that comparatively few persons, so far as can be judged, ever do abscond, seems to justify them in their policy of erring on the side of granting, rather than refusing, bail.

The British Patent System: Some Suggested Reforms.

By J. Q. HENRIQUES, Barrister-at-Law.

THE Committee appointed by the British Science Guild in April, 1927, "to consider what changes could advantageously be made in the British Patent Law," was an exceptionally strong one. It included amongst its members eminent scientists and inventors, experts in patent law and practice and in patent administration, and men with an intimate practical experience of the influence of patents on the development of industries. The Committee was therefore well qualified to express an authoritative opinion on the question submitted to it. The Committee's report, dated October, 1927, is admirably clear and concise both in its statement of the existing law relating to patents and in its recommendations for statutory amendments and for improvements of an administrative character not necessarily requiring fresh legislation.

Speaking in very general terms, letters patent are granted in this country as a reward to "inventors" for disclosing to the public "inventions" which may or will benefit national industry and trade. In order to afford subject-matter for valid letters patent there must exist some novel and concrete contribution of a practical character to a manufacturing art, either by way of a new or improved article of manufacture, or a new or improved manufacturing process. A patent cannot be granted for a mere idea, however ingenious or novel it may be, but the concrete embodiment of the idea for the purposes of manufacture, even though the method of embodiment may be comparatively obvious can provide good patentable subject-matter. "Invention may reside in the idea" is a proposition of patent law that is now well established. Similarly, a patent will not be granted for a mere contribution to knowledge or the mere discovery of a novel principle; but subject-matter for a patent will arise where the new knowledge or the new principle is applied to some manufacturing purpose.

The above general statement of some of the foundations upon which the British patent system has been built covers many of the important points on which controversy arises in most patent actions in which the validity of the patent is in issue, and will serve as a background for the examination of some of the Committee's proposals.

The Committee, whose report was unanimous, were of opinion that "looked at as a whole our patent system is working fairly satisfactorily," but that matters calling for reform had arisen from the new conditions which obtain in invention, in industry, and in commerce.

Attention was directed in the report to the growth in scientific knowledge arising from research in pure science, to the establishment of industrial research laboratories employing many scientifically trained and ingenious minds for the sole purpose of making improvements, and to the change in the volume and nature of invention resulting from modern research, notably in the chemical and biological sciences. The Committee point out the apprehension felt by some research workers, that inventions resulting from systematic scientific research on lines which would naturally suggest themselves to scientific men having an adequate knowledge of their subject might not be regarded as inventions in the legal sense such as afford good patentable subject-matter. The Committee refrain from expressing an opinion whether the apprehension is warranted; they do not recommend any statutory enactment to deal with it, but they press for a favourable consideration by the courts to an alleged invention which has arisen from prolonged and meritorious research work even on a laboratory scale. In the circumstances mentioned by the Committee it may be stated with a considerable degree of certainty that the courts, provided the claims are properly drafted, would be most reluctant to upset a patent for an invention resulting from skilled research work. The decision in *Commercial Solvents Corporation* v. *Synthetic Products Coy., Ltd.*, 43 R.P.C., at p. 224, on the issue of subject-matter clarifies the situation on this point to a very large extent.

A question of much greater complexity arises in connexion with the granting of patents for the application, for example, to agriculture, of the results of biological research. The Committee "see no reason in principle why patents should not be granted for such innovations as new varieties of plants (e.g., rust-proof wheats), new applications of parasites for destroying weeds, and other industrial applications of biological science," and they "consider it desirable that the interpretation of the word 'manufacture' should be extended to permit of the patenting of a wider range of biological inventions, and that the practical difficulties involved in such an extension are not insuperable." The Committee's proposal is amplified and explained in two memoranda printed as appendices to the report. The suggestion from the legal point of view, is revolutionary in character, and would appear to be contrary to the principles upon which the British patent system has been built up. The suggestion that agriculture should be treated as a species of manufacture has much to commend it, but its adoption would not, without further radical alteration in the existing patent laws, solve the problem indicated in the report. In the case of chemical substances it is expressly provided by s. 38 (*a*) of the Patents and Designs Acts, 1907 and 1919, that the specification shall not include claims for the substance itself, except when prepared or produced by the special methods or processes of manufacture described and claimed or by their obvious chemical equivalents. Biological entities would seem to be strongly analogous to chemical products, so far as the application of the law relating to patents is concerned, and the hard case of agriculture affords, it is submitted, no sound pretext for a departure from the sound principle embodied in the above enactment.

One of the most important proposals of the Committee is that there should be instituted a new category of protection analogous to the German *Gebrauchsmuster* which would cover the existing gap between the monopolies conferred by letters patent and those resulting from the registration of designs.

In the present state of the law, in the case of designs, a statutory monopoly may be obtained for what really amounts to little more than a matter of appearance. The design itself must be new or original with respect to the particular class of articles to which it is applied; it must be judged solely by its characteristics which appeal to the eye, and it need possess no artistic merits. No monopoly is conferred by the registration of a design for a mode or principle of construction or for anything which is in substance a mere mechanical device. On the other hand, in the case of patents, it not infrequently happens that a patent for a mechanical device may be wanting in subject-matter on the ground that the device is a mere matter of design (in its engineering sense) and does not possess that subtle and almost indefinable attribute referred to as "inventive ingenuity."

There seems to be no logical reason why the "deviser" (to use a neutral term) of a useful and original "gadget" should be less entitled to some monopoly protection than, say, the designer of a coffin plate.

The Committee are of opinion that the new body of law which would have to be created if their proposal were adopted should preferably conform to the model of patent law rather than of designs law. They suggest that monopolies for new and useful variations of known constructional forms and possibly also for compositions characterised by the inclusion of new ingredients should be granted by "Short Term Patents" whose scope should be narrowly and rigorously protected and whose term should not exceed seven years; and further that the cost of obtaining a grant should be small. A patent right is a privilege granted by the Crown in the exercise of its prerogative, and it does not seem appropriate that the

expression "patent" should be used in connexion with the proposed new monopoly. It would seem preferable that the monopoly should be conferred by registration as in the case of trade marks and designs. The term "registered device" suggests itself as a possible alternative to "short term patent." The deposit for registration of drawings of the device accompanied by a short verbal description, together with a statement of the features in respect of which the monopoly was claimed, following the practice in the case of designs, would be a far simpler and less expensive procedure than an application for "patent" rights; and applications for rectification of the register would be less cumbersome than petitions for revocation of the patent. Statutory definition of the ambit of protection resulting from registration and of the acts constituting infringement would be required, with the main object of making the monopoly protection as far as possible independent of the skill of the draftsman in framing the claims.

There will be general agreement with the Committee's view that the present provision (s. 36) against the making of unwarranted threats is quite insufficient, and that, subject to proper safeguards, unjust damages resulting to manufacturers from such threats made to potential customers should be recoverable from the threatener.

There are many important and practical suggestions contained in the report in addition to those dealt with above. These all require the most careful consideration, and they will be of very great value in framing any fresh statutory enactment and in effecting improvements requiring administrative action. The Committee point out that some of the reforms will involve additional expenditure, and in this connexion they call attention to the large annual surplus which is taken from patentees and used for the general purposes of the national Exchequer. They say, with justice, that the taxation of invention in this way is quite contrary to the purpose of the patent system.

Legal Liability for Damages by Frost.

SOMETIMES insufficiently dried walls may crack in a frost, but by far the most damage is done, in our present state of civilisation, by the bursting of water-pipes, and, occasionally, gas-pipes. A burst pipe means at least a plumber's bill, but when the thaw comes, and water or gas escapes through the fractures, it may mean much more. Soaked ceilings may fall and injure books, furniture and carpets, which may also be damaged by water, even if a ceiling remains *in situ*. And premises may remain so damp that they may be for a time practically uninhabitable.

A plumber's bill can seldom present a legal problem; the freeholder and the tenant on a full repairing lease will pay for their own homes, and the landlord of weekly property must put his hand in his pocket for the benefit of his tenants. In cases within s. 1 of the Housing Act, 1925, the landlord must not only repair the pipes, but do all else necessary to render premises soaked with water habitable. In lettings under the Rents Acts, the landlord whose premises by reason of damage from frost are not reasonably fit for habitation, may find an order suspending increases of rent made against him under s. 2 (2) of the 1920 Act.

More difficult questions may arise in respect of damage to furniture, books, carpets, etc., by water, especially when escaping from a pipe in an upper flat and injuring goods in a lower one, or a ground-floor shop. *Ross* v. *Fedden*, 1872, 7 Q.B. 661, was a case where a lower tenant, a shopman, elected to sue the upper tenant for damages due to the escape of water from the latter's premises, rather than the landlord, on his covenant for quiet enjoyment or otherwise. A soil-pipe on the defendant's premises had been stopped up, but, as the court held, accidentally, and not owing to the defendant's negligence. An alternative claim was then made in accordance with the doctrine of *Rylands* v. *Fletcher*, 1868, L.R. 3 H.L. 330, but this also failed. The distinction appears to be, according to the judgment of the County Court judge, fully reported and approved by BLACKBURN, J., that "one who takes the floor of a house must be held to take the premises as they are," so that the flow of water through cisterns and pipes must be deemed to be equivalent to the natural flow of water. This in fact was the argument which prevailed in the prior case of *Carstairs* v. *Taylor*, 1871, L.R. 6, Ex. 217, in which a landlord was sued by a tenant in respect of the damage done by the escape of rain-water from the roof into the premises, due to a rat gnawing a hole in a box placed to catch the water. The premises were used as a warehouse, and the judges held that the defendant could not possibly have kept it free from rats. In *Anderson* v. *Oppenheimer*, 1880, 5 Q.B.D. 602, a somewhat similar action failed, when, in addition to *Rylands* v. *Fletcher*, the covenant for quiet enjoyment was invoked. The court, however, had no difficulty in holding that, although quiet enjoyment might certainly have been interrupted, the interruption was not due to any fault of the defendant within the covenant, the event being caused by the forces of nature.

It seems curious that none of the above cases were cited in *Hart* v. *Rogers*, 1916, 1 K.B. 646, in which it was held that a landlord who kept possession of the roof of a block of flats guaranteed its soundness to the tenants. *Hart* v. *Rogers*, however, was disapproved in *Cockburn* v. *Smith*, 1924, 2 K.B. 119, by the Court of Appeal, of which SCRUTTON, L.J., who was the judge in *Hart* v. *Rogers*, was a member. In fact he had previously followed *Miller* v. *Hancock*, 1893, 2 Q.B. 177, overruled in *Fairman* v. *Perpetual Investment Society*, 1923, A.C. 74.

The result of the above decisions appears to be that, whatever may be the case as between adjoining landowners under the doctrine of *Rylands* v. *Fletcher*, neither upper tenants nor a landlord are liable in the absence of negligence for the escape of water from a roof or cistern or pipe-work on an upper floor, and which causes damage on a lower floor. A frost is not, of course, due to any human negligence. Freezing in pipes can, no doubt, sometimes be avoided by allowing taps to trickle, thus causing a continuous flow, and it might be arguable, as between upper and lower tenants, that it was the duty of the former to take this precaution; but the answer would surely be that such a course could not be lawfully taken because it would offend against the local water company's bye-laws against waste.

The conclusion must be that, in ordinary circumstances, the flat-dweller or shopkeeper whose goods are injured by the escape of water from pipes above his holding due to frost must suffer his *damnum absque injuriâ* with what fortitude he may. As between adjoining neighbours, however, *Rylands* v. *Fletcher* would appear to be applicable, for a frost is not an "Act of God" (see *Nichols* v. *Marsland*, 1876, 2 Ex. D. 1), nor even *vis major*, for it can be foreseen, and precautions taken to prevent it doing damage.

The question remains whether we should so alter our law that the owner of a pipe, or person in whose possession it happens to be, should be liable for any damage due to its bursting in a frost. Were such an alteration made, any bye-law requiring pipes to be placed outside a building would clearly be unfair. A bye-law to this end appears now to be common, but it is perhaps open to question whether it is *intra vires*. Section 157 of the Public Health Act, 1875, it is true, gives power to a local authority to make bye-laws with respect to the construction of "new streets and buildings," but the particularised items in sub-ss. (2) to (4) do not include "pipe-work," and, on the "*inclusio unius*" rule it is excluded. Section 23 of the adoptive Act of 1890 enlarges the powers of s. 157 of the previous Act, but, in respect of pipes, only for keeping water-closets properly flushed. So far as a bye-law required a supply-pipe to be external, it would violate rather

than follow this section during the period of a hard frost. Nor do the sanitary provisions of the Act of 1907, ss. 34-51, appear to warrant a bye-law as to pipes. It may also be noted that no such bye-law appears in the models set forth in Messrs. Mackenzie & Handford's work.

In Canada and Switzerland buildings are so contrived that frost does not interrupt the water supply; in southern India and Egypt it would be absurd to take such precautions. Whether our rules as to building should be framed on the assumption that annual hard frosts are likely, or so unlikely that it is better to have outside pipes and risk occasional damage, may be a nice question. If all winters were like those of 1895 and 1929, we should probably change our law, and perhaps provide for central heating.

In considering the matter of paying the bill for damage caused by frost, perhaps reference should be made to insurance. A lady who took out a policy for damage to furniture due to water escaping from burst pipes was lately disappointed that the insurance company did not see its way to pay her plumber's bill; the obvious moral is that those who take out policies should make up their minds as to what damage and expenses they wish to be insured against, and see that their policies protect them accordingly. No doubt a higher premium would be required to cover the plumber's bill; and the difference between the premium to cover a system of pipe-work properly protected against frost and one uncovered might perhaps stimulate a demand that pipes should be both accessible and protected, a consummation which should not be beyond the powers of architects to bring about.

Housing: Some Legal Difficulties.

By RANDOLPH A. GLEN, M.A., LL.B.

IX.

Miscellaneous Cases—(*continued*).

Back-to-back Houses.—With reference to *White's Case*, *ante*, p. 68, in the Scottish case of *Murrayfield Real Estate Co.* v. *Edinburgh Magistrates*, 1912, S.C. (S.) 217; 3 Glen's Loc. Gov. Case Law 160, a block of tenement dwellings contained on each floor four sets of rooms, two sets facing the front and two facing the back of the block. Each set was divided from the set behind it by an unbroken and continuous wall. All sets were entered by means of a common staircase in the centre of the block. It was held that the expression "back-to-back house" in s. 43 of the Act of 1909 (now Act of 1925, s. 17) comprehended as a "house" each such set of rooms.

Compulsory Purchase.—The proviso to s. 2 (3) of the Acquisition of Land (Assessment of Compensation) Act, 1919, that "any *bona fide* offer for the purchase of the land made before the passing of this Act which may be brought to the notice of the arbitrator shall be taken into consideration," is not limited to the specially suitable or adaptable land referred to in the body of the sub-section; the *bona fide* offer need not have been made in the open market, but may have been made by the acquiring authority themselves for the purpose of acquiring the land for their housing scheme; and the fact that the agreement resulting from the offer was conditional, and broke down owing to the non-fulfilment of the condition is immaterial (*Percival* v. *Peterborough Corporation*, L.R. 1921, 1 K.B. 414; 18 L.G.R. 810). If an arbitrator assesses compensation for demolition on the correct principles, the amount must be left to his discretion (*Gough* v. *Liverpool Corporation*, 1891, 55 J.P. 789; 56 J.P. 357), unless his award is "manifestly improper" (*Ex parte Larmuth*, 1894, 10 T.L.R. 225). If there are mortgagees, the money must be awarded to them (*Ex parte Strabane R.D.C.*, 1910, Ir. Ch. 135). Where land was acquired compulsorily for a housing scheme shown on deposited plans, the Council were held not bound to adhere strictly to the details shown on the plan (*Bradshaw* v. *Bray U.D.C.*, 1907, Ir. Ch. 152).

Establishment Charges.—Where a county council incurred expenses, on the default of a local authority, in closing insanitary houses (under s. 45 (2) of the Act of 1890, now s. 25 (2) of the Act of 1925), a county court judge held that the expenses recoverable from the local authority did not include establishment charges (*Durham C.C.* v. *Easington R.D.C.*, 1897, 61 J.P. 121).

Inspection of Documents.—A rule *nisi* for mandamus directing a local authority to disclose to one of its members the report of the medical officer of health on which a closing order was made, and certain documents in connection with an appeal by the owner of the house to the Local Government Board, was refused on the ground that the applicant was a witness for the owner in legal proceedings against the respondents, and not actuated solely in the public interests (*Rex* v. *Hampstead B.C.*, *Ex parte Woodward*, 1917, 81 J.P. 65; 15 L.G.R. 309).

Settled Land.—Dwelling-houses not at the time occupied by persons of the working classes were held (under s. 74 of the Act of 1890, now s. 78 of the Act of 1925) not to be "available" for the working classes within the meaning of the provisions relating to the expenditure of capital moneys under the Settled Land Acts (*In re Calverley's Settled Estates*, L.R. 1904, 1 Ch. 150). The expression "available" is also used in s. 132 of the Act of 1925.

Local Acts.—In many localities there are local Acts containing housing provisions, and some of the cases dealing with such Acts are useful in connexion with Acts of general application. Thus, in *Merrick* v. *Liverpool Corporation* (L.R. 1910, 2 Ch. 449; 8 L.G.R. 966), an action claiming an injunction restraining the taking of summary proceedings for a closing order under the general Act of 1890 under which no compensation was payable, instead of proceedings under a local Act under which compensation was payable, failed, because, among other reasons, the Court will not restrain summary proceedings except in very exceptional circumstances (cf. *Hall's Case*, *ante*, p. 854). As to the liability, as between vendor and purchaser, for "betterment" charges in respect of improvement schemes under the Acts of the London County Council, see *In re Farrer & Gilbert's Contract* (L.R. 1914, 1 Ch. 125; 58 Sol. J. 98).

A Conveyancer's Diary.

Partnership—Right of a nominated Partner to the Benefits of Partnership Agreement.

An interesting letter appeared in our issue of last week, on the subject of *Re Frankly & Swathlings Arbitration*, 1929, 1 Ch. 238. The question which was before the court for decision arose out of a deed of partnership, which provided that each original partner could, by will or codicil, nominate a qualified person as a new general partner; that the admission to the partnership was to be subject to the consent, not to be unreasonably withheld, of the general partners, and that a general partner or the qualified nominee, if of opinion that the consent to admission had been unreasonably withheld, could require the matter to be referred to arbitration.

The plaintiff was a qualified person nominated by the will of an original partner as a new general partner. After the death of the nominator the general partners had refused to admit him into the partnership or to concur with him in appointing an arbitrator to decide the question whether the general partners' consent to his admission had been unreasonably withheld, and he now applied under s. 5 of the Arbitration Act, 1889, asking for the appointment of an arbitrator.

The court held that the plaintiff was not entitled to apply under s. 5 of the Arbitration Act, 1889, because he was not a party to the submission, and dismissed the application. Our correspondent suggests that s. 56 (1) of the Law of Property

Act, 1925, is in point, and that it might have been referred to as giving the plaintiff the status of a party to the submission.

This sub-section, which is substantially a re-enactment of s. 5 of the Real Property Act, 1845, with an extension to include property other than land, seems at first sight to have little bearing on an arbitration clause in a partnership deed; but the new property legislation of 1925 has had not a few unexpected effects, and there is certainly nothing inherently impossible in the contention that it has in this case conferred upon a "nominated person" a right to claim the appointment of an arbitrator which he had not before.

There seem, however, to be very serious difficulties in the way of the argument suggested by our correspondent. The Arbitration Act, 1889, is, as Maugham, J., observed in his judgment in the case under consideration, a technical statute; it is a statute which provides for the ousting of the jurisdiction of the court; and the language of it has to be carefully observed. Now s. 5 of the Act gives the right to apply to the court for the appointment of an arbitrator only to a party to the submission, so that the point which the court had to consider was whether the plaintiff could claim to be such a party. It would seem not to be sufficient that the plaintiff was entitled to the benefit of the agreement contained in the partnership deed, for that would not satisfy the requirements of s. 5 of the Arbitration Act; and yet the benefit of the agreement is all that is given to a person in the plaintiff's position by s. 56 of the Law of Property Act, 1925. That section does not provide that a person in the plaintiff's position shall be deemed to be a party to the "Conveyance or other instrument," but only that he shall have the benefit of the agreement although he may not be named as a party. Alternatively what would have been claimed for him by the argument suggested by our correspondent would have been, not merely the benefit of an agreement, but the benefit of an Act of Parliament, and this is not given to him by s. 56 of the Law of Property Act, 1925.

It could not well be argued that in such a case as this a strict construction of s. 5 of the Arbitration Act deprives s. 56 of the Law of Property Act, 1925, of any effect at all, because if the aggrieved party is not able to claim the appointment of an arbitrator by the court, there is nothing to prevent him from resorting to his ordinary right of bringing an action. No doubt, the class of persons entitled to apply under s. 5, of the Arbitration Act might be extended by a statute in appropriate terms, but the terms of s. 56 of the Law of Property Act, 1925, seem hardly definite enough for the purpose.

Landlord and Tenant Notebook.

De-control of Houses by Possession.

The question whether a house is one to which the Rent and Mortgage Interest (Restriction) Acts, 1920 to 1924, apply, is often of importance in proceedings in the county court or before justices. One way of testing the question is by the tenant, in writing, requesting the landlord to supply him with a statement in writing as to what is the standard rent. Upon proof that these Acts apply to the house in question, and that the landlord without reasonable excuse has failed within fourteen days to supply such a statement, he is liable on summary conviction to a fine not exceeding £10 under s. 11 of the Increase of Rent, etc., Act, 1920. The Rent, etc. (Restrictions) Act, 1923, s. 1, provides that where the landlord comes into possession of the whole of the dwelling-house after 31st July, 1923, the Act of 1920 shall cease to apply to that dwelling-house. The section further provides that "possession" shall be construed as meaning "actual possession," and a landlord shall not be deemed to have come into possession by reason only of a change of tenancy made with his consent. It often happens in proceedings before justices under the Small Tenements Act, 1838, that the landlord's rent collector urges that the house has become de-controlled by reason of his having received some keys since 31st July, 1923. There are two leading cases on the question of possession. In *Hall* v. *Rogers*, 1925, 69 Sol. J. 397, the rent collector on his usual round, a few days after the tenant's furniture had been removed, found the house empty, with no key in the door. He walked round and came out again. The county court judge found as a fact that the collector's visit was a mere visit of inquiry to see what was the matter and did not involve actual taking possession. The Court of Appeal held that it was a mere question of fact, and as there was evidence to support his finding, that the learned judge's decision was final. In their judgments they pointed out that the collector had done no unequivocal act as would in law have amounted to taking actual possession, and that Parliament meant to contrast possession in fact with the right to possess and any inferences which might be drawn from the right to possess. That Parliament intended to require *actual control or apparent dominion in fact*. They said that if the collector had locked the door it would certainly have amounted to actual possession. In *Trustees of the Jewish Maternity Homes* v. *Garfinkle*, 1926, 135 L.T. 476, a single room on the upper floor, let as a dwelling-house, had become vacant. The previous tenant locked it up and handed the key to the person who managed the property on behalf of the trustees who were the owners. That person kept the key for ten days and then handed it to the new tenant, who went into possession. The Divisional Court, in allowing an appeal from the county court judge, held in this case that it was a question of law and that the landlords had been in actual possession during the ten days. The Divisional Court pointed out that in *Hall* v. *Rogers*, *supra*, there was no intimation of the vacation of the premises and that the landlord's agent did not lock up the premises. The suggestion that the manager or the trustees should have gone and physically occupied the room they said was absurd. That being the state of the law, justices should not hold that the landlord came into possession after 31st July, 1923, by reason of the landlord or his agent having had a key for a short time after that date. It may have been that that key was not the key of the dwelling-house, or that the house was not locked up or empty. The argument that goods in a warehouse can be constructively delivered by handing over the key is irrelevant. If the landlord or his agent went to the property and found it empty and then locked the door, he would clearly be in actual possession. If the rent collector in *Hall* v. *Rogers*, *supra*, had either fastened up the door with a padlock, or posted up a notice on the house that he had taken possession on behalf of his principal, the landlord would have acquired actual possession. The length of time the landlord was in possession seems to be immaterial. Evidence merely that some key was handed by the outgoing tenant to the landlord, who subsequently handed it to the new tenant, appears to us not to be sufficient to prove the landlord's actual possession of the house. The proof required is either of actual control or apparent dominion in fact, as laid down by the Court of Appeal in *Hall* v. *Rogers*, *supra*.

Our County Court Letter.

IMPLICATION AS TO CONTINUANCE OF BUSINESS.

The rights of employees on the abandonment of a business were considered in the recent case of *Martin* v. *Streetly Manufacturing Company Limited*, at Walsall County Court. In April, 1928, the plaintiff had been engaged as a commercial traveller for the sale of certain glassware for a period of six months, but in June the contract was terminated owing to the defendant's ceasing to manufacture that particular class of goods on being amalgamated with another company. The plaintiff claimed damages for breach of contract, but the defendants contended that (1) the circumstance of their going

out of business automatically terminated the contract of an agent, as opposed to that of a servant; and (2) if the plaintiff had incurred expenses in the course of his agency he should have protected himself by agreement against such an emergency. His Honour Judge Tebbs pointed out that the plaintiff was employed as an agent and traveller, though his travelling expenses were to be paid by the addition of 5 per cent. to the commission due to him on the orders he obtained. The plaintiff was not restricted to representing the defendants only, but the contract was for a definite period, and the defendants were not entitled to repudiate it on the ground that they had ceased to manufacture a particular class of goods. Judgment was therefore given for the plaintiff for £20 and costs.

The above case was therefore governed by authorities such as *In re Patent Floor Cloth Co. Ltd.*, 41 L.J., Ch. 476, in which the applicant was engaged for a fixed term by a company as a traveller upon commission, but receiving no salary. After the applicant had established a connexion, but before the expiration of his contract, the company went into voluntary liquidation, and Vice-Chancellor Bacon held, that the applicant was entitled to damages for the loss of commission he would have earned during the remainder of the term. It was pointed out that a contrary decision would have enabled the company to re-commence business, and to obtain the benefit of the applicant's connexion without payment. Similarly in *Turner* v. *Goldsmith*, 1891, 1 Q.B. 544, the plaintiff agreed for five years to sell such goods as should be forwarded by sample by the defendant, but before the five years had elapsed the defendant's factory was burnt down and the business was not resumed. The Court of Appeal held, that there was no implied condition that the contract should terminate on the destruction of the factory, and that the plaintiff was entitled to damages.

A modern decision to a similar effect was that in *Warren and Co.* v. *Agdeshman*, 38 T.L.R. 588, in which the plaintiffs were appointed agents for three years at a commission of 2½ per cent. The defendant agreed to maintain a supply of samples, to execute all orders, and not to canvass or approach any of the actual or potential customers of the plaintiffs—but he broke all three undertakings and sold his business to a company before the contract had expired. Mr. Justice Coleridge held that there was an implied condition that the defendant would not, by his own act, put it out of his power to fulfil the contract, and that the plaintiffs were therefore entitled to damages.

The contrary line of decisions was reviewed in *In re R. S. Newman Limited*, 1916, 2 Ch. 309, in which the managing director claimed to prove in the liquidation for damages for loss of commission. His agreement was for one year certain at a salary of £5 per week, and a commission of 5 per cent., but the company went into compulsory liquidation during the first year. The Court of Appeal held, that he was entitled to damages for loss of salary, but not for loss of commission, according to the leading case of *Ex parte Maclure*, L.R. 5 Ch. 737. Lord Justice James had there pointed out that an agreement to pay salary and commission did not give the servant the right to determine what the extent of the business was to be. The servant took the chance of the company finding the business profitable, and as the directors had the right to reduce the business to a minimum, they also had the right to reduce it to nothing—as far as the servant was concerned. The claim for loss of commission was therefore disallowed.

The distinction between the conflicting authorities was pointed out by Mr. Justice Phillimore (as he then was) in *Northey* v. *Trevillion*, 18 T.L.R. 648, viz.: If there was merely a contract of agency, with no service or subordination, the court would not imply a contract to continue the agency; but if there was a service, the contract was to employ for a period of time, and it could not be terminated without compensation. As the plaintiff in that case was not paid a salary, and the agreement was not exclusive, judgment was given for the defendants.

The conclusion is that if the principals undertake to do nothing more than pay commission on sales, there is no implied condition that the business shall continue. But if the principals undertake to do something to facilitate the earning of the commission, there is an implication that they will not by their own act put an end to the agreement, and so deprive the agent of the results of his efforts.

Practice Notes.

DIVORCE.

THE following considerations with regard to orders for custody of children made by the Divorce Court sometimes escapes the notice of practitioners. It is frequently not appreciated that children in respect of whom such orders have been made may not be removed out of the jurisdiction without leave of the court, and, therefore, that in some cases it may be in the better interests of a wife petitioner wanting to travel to and fro from abroad with her children not to ask for custody. The expediency of this is dependent upon two things: (1) the acquiescence of the respondent to the wife's control. He may at any time abduct the children and the wife will be powerless to get them from him until she can effectually set the machinery of the law in motion based on her subsequent application to the court for custody; and (2) her ability and desire to support her children out of her own resources, because provision for maintenance and education is only granted on the application of persons to whom legal custody has been given. However, an agreement between husband and wife might be arrived at purely with regard to provision for the children without the matrimonial proceedings being tainted with collusion—and it would have this advantage from the wife's point of view, that if she subsequently obtained an order for custody she would not be estopped from applying for provision for the children, and would succeed in increasing the allowance if it could be shown that to hold her to the agreement would be disadvantageous to the children, whose interests are paramount. However, it is suggested that in the majority of cases it is much the wiser course with a view to the uncertainty of the future for the wife to obtain an order for custody at the hearing.

The financial position of the majority of wife petitioners is such as to give them legal resort to their husbands, and therefore, usually, provision for the children is obtained together with an order for alimony *pendente lite*, permanent alimony, or permanent maintenance, as the case may be. At these inquiries, owing to the common application of the "one-fifth" or "one-third" rule in assessing provision for the wife, it is sometimes not appreciated that the relative proportion of the husband's to the wife's income has much less to do with assessing provision for the children. The husband may not deduct the cost of maintaining children under his control from the gross figure of his income in assessing the wife's maintenance, although in ordering provision for the children in the custody of the wife the court will have regard to this.

In proceedings for maintenance of children *simpliciter*, a husband, although his wife's income exceeds his own, may be ordered to provide full provision for the children, and even when the disparity of income is greatly in favour of the wife he may be made to contribute. Divorce Rule 73A governs these applications and provides for the matter to be dealt with on a judge's summons; but it is the better course, where the quantum of the provision is likely to be in dispute, to bring the matter before the court on petition which will be dealt with by the registrar, thus avoiding the added costs of proceeding by judge's summons, with an inevitable reference by the judge to the registrar of the dispute as to quantum and the reporting by the registrar to the judge.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Registration of Business Names Act, 1916.

Q. 1579. A client, Arthur Bently Counter, trades as "A. B. Counter & Co."; the sign over his shop is simply "Counter's." His trade stationery is headed either "Counter's" or "A. B. Counter & Co." He has recently received a circular from a registration agent indicating that he ought to be registered under the Registration of Business Names Act, 1916. In the course of the circular it is stated that "all business names with the addition '& Co.' must be registered." Our client is the sole partner and he has not hitherto registered under the Act. Are we correct in our contention that, where there is a sole partner and all his initials and his surname appear in the title under which he is trading, it is not necessary for him to register under the Act? He is a British subject.

A. Section 1 (*b*) of the Registration of Business Names Act, 1916, provides that "every individual having a place of business in the United Kingdom and carrying on business under a business name which does not consist of his true surname, without any addition other than his true Christian names or the initials thereof," must be registered. In the question put, the words "& Co." are an addition to the owner's true name, hence registration is required.

Public Authorities Protection Act, 1893.

Q. 1580. R proposes to sue a parish council in the county court for trespass by laying down drain pipes upon his property. Please state (1) who should be made defendants, (2) upon whom should service be effected, and (3) as regards defence to such an action is a parish council in any different position to an individual?

A. (1) The parish council is a body corporate (see Local Government Act, 1894, s. 3 (9)), and can be sued in its own name (see, e.g., *Hopley* v. *Tarvin P.C.*, 1910, 74 J.P. 269). It can appear by its clerk (see Act of 1894, Sched. I, 16).

(2) Serve the clerk under r. 26 (1) of the County Court Rules.

(3) A parish council is a public authority within the Public Authorities Protection Act, 1893.

Appointment by Court of New Trustees in Place of Public Trustee—Who Respondents to Application.

Q. 1581. In an application to the court for the appointment of trustees under the L.P.A., 1925, Sched. 1, Pt. IV, 1 (4) (iii), should the remaindermen be made respondents as on an application under the S.L.A., 1925, s. 34 (1)?

A. The remaindermen are not necessarily made respondents. If the whole income is divisible it is sufficient to name the other parties entitled to income and incumbrancers of undivided shares and the Public Trustee (who need not be served if he has not acted). The court may in particular cases require remaindermen to be added.

Statute of Frauds—Sufficient Memorandum of Agreement in Writing—Agreement to keep Child at School until age of sixteen—Withdrawal without Notice.

Q. 1582. We enclose herewith a copy of the form of agreement on the enrolment of pupils adopted a few years ago in connection with aided secondary schools in this county. In this case the pupil named was twelve years of age at the time the memorandum was signed, and the contract is clearly one which could not be performed within a year. The Ilminster Girls' Grammar School term opened on the 19th January, 1926, and the pupil attended the school at all material times up to the end of the spring term in May 1928. Fees were paid at the rate of £4 per term, and receipts given as per form herewith. Application was made by the parent C.I.N. to the governors in April last for permission to withdraw the pupil at the end of the then current term, being of course before the end of the school year in which she attained sixteen years of age. The application was refused, the grounds of removal being considered insufficient. Notwithstanding the pupil was withdrawn without notice of such intention. Negotiations for the admission of the pupil were conducted at personal interviews between the head mistress and the parent, and a print of the regulations (copy herewith) was handed to the parent by the head mistress, who notified him verbally that the fees were £12 per year. The school is an endowed aided secondary school controlled by a board of governors. The governors are considering the question of suing the parent for breach of the agreement and claiming £12, a year's fees. By the withdrawal of the pupil the governors lose £19 per year in fees and grants for the remainder of the pupil's school life. The following points arise:—

(*a*) Is the signed form a sufficient memorandum of agreement in writing containing all the essential terms of the contract so as to satisfy the Statute of Frauds?

(*b*) The form does not state who the other party to the agreement is. The governors or the county education committee; by inference it is the governors.

(*c*) The amount of the fees is not stated in writing.

(*d*) The actual date of commencement of the agreement is not stated unless it be the 12th January, 1926. The actual date of opening of the school term may be immaterial.

(*e*) In the alternative should the governors sue for fees in lieu of notice.

We shall be glad of your valued opinion on the foregoing.

A. It is agreed that the contract might have been more skilfully drawn, but on full consideration, it is considered that there is a sufficient memorandum within the statute. "I agree to the above terms" must surely mean "I agree in consideration of my daughter being admitted to the Ilminster Girls Grammar School that I will allow her to remain at the school for the time mentioned and if she leaves (otherwise than for one of the excepted reasons) I will pay to the governors &c." The non-mention of the time of commencement does not seem to be of importance, as it is not a material term unless it was in fact a condition agreement between the parties that the child should be admitted at the commencement of a particular term. On the face of it the contract would apply from whatever subsequent term the father liked to enter the child. There appears therefore to be a complete contract. The point that does trouble us a little is the reference to a year's school fees, but it seems clear on the authority of the various cases dealing with such expressions as "owner" (of a property) or "the property in Street," that parol evidence is admissible to show what the fees are. The point may however be raised that "school fees" might mean fees that could be increased from year to year or from term to term, and that the contract is void for unreasonableness or uncertainty. This appears to be the only serious objection to it. If school fees be interpreted as school fees as at the date of contract, there seems to be no objection to parol evidence being given as the amount of these. We should suggest that in future the specific fees should be stated and the declaration at the foot should be expressed to be an agreement with the governors. Of course the memorandum at the foot of the school fees account should be altered.

Obituary.

Mr. C. G. E. FLETCHER, C.B.E.

Mr. Clarence George Eugene Fletcher, Barrister-at-Law, Town Clerk of Islington, died at his home, Oak Lodge, Enfield, on Wednesday in last week, from influenza, at the comparatively early age of fifty-three. Mr. Fletcher, who was formerly Town Clerk of Bethnal Green, succeeded the late Mr. Dewey as town clerk in 1914. An authority on such matters, he was for many years a member of the Advisory Committee set up by the Home Office upon the Registration of Electors and the Conduct of Elections. On the eve of the General Election of 1924 Mr. Fletcher "broadcasted" on the useful subject of "Voting at a General Election." He was President of the Association of Metropolitan Town Clerks in 1917, and represented the Council on the Metropolitan Boroughs' Standing Joint Committee. He was also a member of the Consultative Committee of the Ken-Wood Preservation Council, of the Islington Chamber of Commerce, and of the Islington Rotary Club. For various "public services" during the war he was made a Commander of the Most Noble Order of The British Empire in 1918. He was called to the Bar in 1908.

Mr. G. L. WINGATE.

Believed to be the oldest practising solicitor in the City of London, Mr. George Leadbeter Wingate, aged ninety-one, suddenly collapsed and died from heart failure in Copthall-avenue recently, whilst on his way to keep an appointment. Admitted in 1860, he had practised at No. 28, Basinghall-street for a long time. At the inquest, a constable stated that the deceased had in his possession a 100,000 mark note and a New Testament. Mr. Wingate was a member of The Law Society.

Mr. E. S. TAYLOR.

A well-known Birmingham solicitor, Mr. Ernest Seaton Taylor, died suddenly on Monday in last week, at the age of sixty-three. Mr. Taylor,—who was admitted in 1893—was a member of the firm of Ernest S. Taylor & Son, of Birmingham and Handsworth. He was previously a member of the firm of Blackham & Taylor, and had numerous activities apart from his practice. He was a member of the British Red Cross, the Order of St. John of Jerusalem, the Birmingham Citizens' Committee, and of the local branch of the Soldiers' and Sailors' Families' Association. The practice will be carrried on by his son, Mr. Ernest Oliver Taylor.

Colonel G. J. FRENCH, V.D.

The legal profession in Bolton has lost its oldest legal practitioner by the death, which took place recently, of Colonel Gilbert J. French, at his residence, "Thornydikes," Astley Bridge, at the age of seventy-three. He had been in failing health for some time, but continued to attend to his legal work until a few days ago. Admitted in 1878, he was the eldest son of the late Mr. Gilbert French, the well-known local historian; was educated at Bolton Grammar School; served his articles with Messrs. Briggs & Bailey (now Hulton, Bailey and Hulton); and was President of the Bolton Law Society in 1902-3. He was a keen and ardent Volunteer, and joined the local infantry battalion (then the 2nd (V.B.) L.N.L. Regiment) as a Second Lieutenant, in 1878, and remained an active member for over thirty years, during the last seven of which he was its commanding officer, only relinquishing the command in 1909. He was a member of the Lancashire and Cheshire Antiquarian Society, and as an antiquarian inherited his father's enthusiasm, carrying forward his researches in different directions, the results of which formed the subject of an interesting lecture, at one time much in demand. He was a Past Master and Secretary of the Anchor and Hope Masonic Lodge (No. 37), and a member of the Arch Chapter.

H.

Correspondence.

Contract to Repair a Fence.

Sir,—I find it difficult to reconcile "A Conveyancer's Diary," p. 121, with the statement in the footnote to my letter, p. 74, namely, "A Conveyancer's contention is that a covenant to repair a fence never did run with the land." Can he help me further? The covenant may be called a spurious easement or anything else, but it seems to me that it runs with the land, as I originally asserted, and I see nothing on p. 121 to contradict this. In any case I should like to know whether, in "A Conveyancer's" opinion, the advice given in "Everyday Points in Practice," p. 451, is unsound.

London. A. F.

Covenant to Repair Boundary Fence.

Sir,—Your learned contributor to "A Conveyancer's Diary" has again introduced this matter and given us further enlightenment, but I was rather disappointed that he did not specifically deal with the questions I raised in a former letter (which you kindly published on the 2nd February last), particularly whether a covenant to repair might not be construed as a grant of a quasi-easement.

Norwich. Ernest I. Watson,
27th February.

Wills and Intestacies (Family Maintenance) Bill.

Sir,—Your correspondent "Commentator," who has attempted, in your issue of 8th December, a criticism of my letter, tries to throw dust in the eyes of your readers—firstly in the old mediaeval way of boldly asserting that hardships and evils (though well known to the legal profession) have no existence, and therefore that any legislative reform is unnecessary; secondly, by implying that statutes designed to correct testamentary abuses have not been acted on. If he be a lawyer, such tactics are unworthy of the traditions of an honourable profession, especially in modern days when even "brow-beating of witnesses" is not tolerated in our superior courts of law. On the other hand, if your correspondent be not a legal practitioner, he might have made some enquiries before doubting the existence of orders made under the various Testators Family Maintenance Acts in Australia and New Zealand. I do not propose to burden your columns with any of the long list of cases decided under these Acts which may be found in "The Australasian Annual Digests" during the past twenty-five years. A brief study of those digests should satisfy any Englishman of average intelligence as to necessity having arisen for such legislation in Australasia, and your correspondent, I presume, would hardly contend that the whip of parental authority is wielded with greater severity in these dominions than in the old country. His insinuation that the proposal for reform emanates from politically-minded women has no application in this Dominion or New Zealand, where the earliest legislation on the subject was passed long before women's suffrage became a burning question. Does "Commentator" seriously contend that "the liberty of the subject" includes a right to throw the burden of maintenance of one's offspring upon the Poor Law Guardians, i.e., upon fellow subjects and taxpayers?

Hobart, J. P. Bradford.
22nd January.

Additional Assessments.

Sir,—On p. 656 of your issue for the 6th October last, appeared an article on "Additional Assessments," with particular reference to the Finance Act, 1923, s. 29 (3).

We have a case in point in this office, where a client, in a small way of business, died on the 10th June, 1928, having

run a deposit account for 11 years prior to his death, during which time he never made any return of bank interest for income tax purposes.

The local inspector concerned has been endeavouring to raise an assessment for the whole period of fourteen years during which the account was in existence, but, on being shown the article in the *Solicitors' Journal* referred to above, dropped his claim to a period of six years prior to the death only.

We shall be glad to have your authority for the views expressed in that note, as at present we are inclined to agree with the inspector's contention that the assessment must be made within three years of the death, but that such an assessment cannot exceed a period of six years from the date the assessment is made.

21st February. W. & Co.

[Many inspectors of taxes attempt to make executors agree to pay tax in respect of the liability of deceased persons in years prior to the ordinary period of liability. The position is that the revenue authorities must make their assessments within three years from the end of the year of assessment in which the death took place. The assessments may be made for six years prior to the year of assessment in which they are made—not necessarily six years prior to the date of death. If, therefore, the assessments are made at the end of the three year period, only three years of the deceased's liability can be covered.—YOUR CONTRIBUTOR.]

Overseas Extension of the Law of Discovery.

Sir,—Some twenty years ago, on the basis of being an English solicitor, I obtained qualification to practice in the Supreme Court of the Province of British Columbia, Canada. I at once became acquainted with an extension of the law of discovery of documents, which that Supreme Court had apparently taken over from the Supreme Court of the Province of Ontario. The extension is the oral examination of a party to the action after defence has been delivered, such examination being held before the Registrar of the Court by the adverse party and parties having the right to be further examined on the same occasion by their own party.

The examination is usually recorded in shorthand by one of the stenographers officially attached to the court, and the record would form part of the briefs at trial, and would be on the record for use by the judge at trial.

So far as I learned, the practice thus described was liked by the profession and by the judges at trial, and was generally advantageous.

Probably it led to some winnowing of actions, just as discovery of documents may do.

The practice is probably general throughout the Province of the Dominion of Canada: I should be interested to learn whether it has been under discussion for introduction in the High Court in England, and if so, whether with approval or with disapproval. The reference to the subject in the British Columbian Rules of the Supreme Court is Order XXXIA.

Bungay, Suffolk. ROBERT DE B. HOVELL.
25th February.

Reviews.

Constitutional Law of England, by E. W. RIDGES. Fourth Edition, by SYDNEY E. WILLIAMS. London: Sweet and Maxwell, Ltd. £1 net.

The fact that this manual has now reached its fourth edition is sufficient testimony of its practical utility to the large number of students whose interest in the subject is limited by the demands of examiners, and, perhaps, it would be unfair to judge it by any very exacting standards of scholarship. An attempt has evidently been made to compress the maximum of material into the space available, and this policy does not conduce to the strictest accuracy. So far as questions of purely English law are concerned, the summary is, on the whole, reliable, but in the treatment of less familiar subjects inaccuracies are not infrequent. For example, in the summaries that are given of the American and Irish Free State constitutions, or of the English ecclesiastical law. Sometimes the inaccuracies are substantial, such as the statement that the Dominions can make treaties "without even the formal interposition of the Imperial Government."—

The selection of material will not commend itself to everybody. A fairly detailed account of the income tax and other taxes seems out of place in an elementary book on constitutional law. On the other hand, it is surprising to find a discussion of the status of the Dominions (which are repeatedly called "Colonies") without any reference to the Imperial Conference of 1926.

It is to be hoped that even elementary students will be on the alert when they find the opinions of the law officers grouped with statutes and judicial decisions under the heading of "Laws Proper." Several passages dealing with theoretical and historical matters call for correction. That the editor has not kept himself up to date in foreign affairs is shown by the fact that he groups Afghanistan with Nepal and Bhutan as an "outlying state within the sphere of British influence."

H. A. S.

Books Received.

The Law of Stamp Duties on Deed and other Instruments. E. N. ALPE (Barrister-at-law), of the Solicitor's Department, Inland Revenue. Revised and enlarged by A. R. RUDALL, Barrister-at-law. With notes on Practice by HERBERT W. JORDAN. Nineteenth edition. Large Crown 8vo, pp. xl and (with Index) 413. 1929. Jordan & Sons Limited. 15s. 9d.

Workmen's Compensation and Insurance Reports. 1928. Part III. London: Stevens & Sons Limited; Sweet and Maxwell Limited. Scotland: W. Green & Son Limited. Annual subscription £2, post free.

The Howard Journal. A Review of Modern Methods for the Prevention and Treatment of Crime and Juvenile Delinquency. Official organ of The Howard League for Penal Reform, 23 Charing Cross, Whitehall, S.W.1. 1s, by post 1s. 3d.

The Panel. A Publication devoted to the Exchange of Views of Public Officials and Citizens in the Effort to Prevent Crime and secure the true Administration of Justice. Vol. 7. No. 1.

The Lawyer and Banker, and Central Law Journal. A Journal for Corporation Lawyers and Title men. New Series. Vol. XXII. January-February, 1929. No. 1. Lawyers and Bankers' Company, New Orleans. 75 cents.

The Journal of The Land Agents Society. February, 1929. Vol. XXVIII. No. 2.

National University Law Review. Vol. IX. No. 1. January, 1929. National University Law School, Washington, D.C. 75 cents.

Massachusetts Law Quarterly. Vol. XIV. No. 4. Special Number, January, 1929 (and Supplement). Massachusetts Bar Association, Boston (Mass.).

The Journal of The Institute of Arbitrators, Incorporated. Vol. II. New Series. February, 1929. No. 8. Sentinel House, Southampton-row, W.C.1. 1s. net.

How to Read the Balance Sheet of a Commercial Concern. FRANCIS W. PIXLEY, F.C.A., Barrister-at-law, Past President of The Institute of Chartered Accountants. Seventh Edition. Demy 8vo. 1929. pp. (with Appendix) 73. London: Gee & Co. (Publishers) Limited. 5s. net.

Auditors and the Companies Act, 1928. H. C. HOOPER, Solicitor. Demy 8vo. pp. 29. 1929. London: Gee and Co. (Publishers) Limited. 1s. 6d. net.

Notes of Cases.

Court of Appeal.

Watts *v.* Battersea Borough Council.

Scrutton, Greer and Sankey, L.JJ. 1st February.

LOCAL GOVERNMENT—HOUSE REPAIRS—EFFECTED BY LOCAL AUTHORITY—SUMMONS FOR PAYMENT AGAINST SOLICITOR-AGENT—MEANING OF "OWNER"—PUBLIC HEALTH ACT, 1875, 38 & 39 Vict. c. 55, s. 4—HOUSING, TOWN PLANNING, ETC., ACT, 1919, 9 & 10 Geo. 5, c. 35, s. 28 (5).

Appeal from the Divisional Court (70 SOL. J. 847). During the course of litigation in respect of the testamentary disposition of house property in Battersea left by a man who died in 1922, the appellant, a solicitor, who acted for the widow, instructed one Spicer to collect the rents of the property. He collected the rents of three houses during and after the time of the litigation and paid them to the solicitor for the widow, who was administratrix. In November, 1924, the medical officer of health for Battersea served notices on the solicitor requiring certain repairs to the property to be effected, and when this was not complied with the local authority themselves did the work and presented the solicitor with the bill. On his failure to pay, a summons was issued, and in the result the magistrate held that the solicitor was liable as the "owner" of the premises within the meaning of the Housing, Town Planning, etc., Act, 1919, s. 28 (5). The word "owner" in that sub-section had the same meaning as in s. 4 of the Public Health Act, 1875. It meant: "The person for the time being receiving the rack-rent of the lands or premises in connexion with which the word is used, whether on his own account or as agent or trustee for any other person, or who would so receive the same if such lands or premises were let at a rack-rent." The solicitor appealed to the Divisional Court, who affirmed the decision of the magistrate. The solicitor appealed to the Court of Appeal.

SCRUTTON, L.J., said that Parliament did not say that the agent should only be liable to the extent of the rents in his hands. Consequently, no doubt, the statutory definition of "owner" might sometimes lead to hardship. But it was not the function of the court to legislate. He thought it clear that the solicitor was receiving the rents of the premises as agent for some other person and came within the statutory definition of "owner." The decision of the magistrate, as well as that of the Divisional Court, was right and the appeal must be dismissed.

GREER, L.J., delivered a dissenting judgment. His lordship thought that "owner" meant the person originally receiving the rack-rents. That was Spicer. The rents were paid when they were handed over to Spicer, and he was the "owner" within the definition. He thought the appeal ought to be allowed.

SANKEY, L.J., agreed with Scrutton, L.J., in dismissing the appeal.

Appeal dismissed.

COUNSEL: *R. M. Montgomery*, K.C., and *R. A. Glen*; *Hon. Stafford Cripps*, K.C., and *Russell Gilbert*.

SOLICITORS: *J. Nixon Watts & Co.*; *John Poole*, Battersea.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Ellesmere *v.* **Wallace.** Lord Hanworth, M.R., Lawrence and Russell, L.JJ. 11th December, 1928, and 5th February, 1929.

GAMING AND WAGERING—HORSE RACE—SELLING PLATE—SWEEPSTAKES—ENTRANCE FEES—RECOVERY BY LEGAL ACTION—GAMING ACT, 1845 (8 & 9 Vict., c. 109), s. 18.

Appeal from a decision of Clauson, J.

The Jockey Club invited entries for two races; one was a sweepstake of £5, with £200 added; the second was a selling plate, with a fixed prize of £200 and an entrance fee of £2. The defendant entered his horse for both races, but it did not run. By a friendly arrangement between the parties, the Earl of Ellesmere, representing the Jockey Club and other parties interested, brought a test action against the defendant, in order to ascertain whether the forfeiture fees due by the rules of racing to the plaintiffs could be recovered at law. The defence was that the contracts were contracts by way of gaming and wagering, and therefore void by s. 18 of the Gaming Act, 1845, which enacted that all contracts by parole or in writing by way of gaming and wagering should be null and void and that no suit should be brought to recover money or any valuable thing alleged to be won on any wager, or which should have been deposited in the hands of any person to abide the event on which any wager should have been made. But, by a proviso, that section was not to be deemed to apply to any subscription or contribution, or agreement to subscribe or contribute, for or towards any plate, prize, or sum of money to be awarded to the winner of any lawful game, sport, pastime or exercise. The plaintiffs relied on the proviso to s. 18, and contended that what the defendant had undertaken to do was to pay a subscription towards a prize to be awarded to the winner in a lawful sport.

CLAUSON, J., held that the contracts were wagering contracts, and dismissed the action. The plaintiffs appealed. The court allowed the appeal.

Lord HANWORTH, M.R., said that the authorities showed that "gaming" must involve wagering or betting. He could see nothing of the sort in the contracts with the Jockey Club. It was not the result of each race which made the sums claimed payable to the Club. He could not find any win for the Club, and the result of the race was a matter of complete indifference to it. Further there were considerations in the contract quite apart from any suggested wagering. The defendant undertook to run his horse; the plaintiffs undertook to provide the racecourse and facilities for holding the races. Further the payment of the £2 did not, as in the case of a bet, depend on the issue of a future uncertain event.

LAWRENCE, L.J., agreed as to the selling plate, but as to the sweepstakes thought the plaintiffs were stakeholders, and if not that they had at any rate made themselves parties to a gaming contract. He therefore thought that the appeal as to the sweepstakes should be dismissed.

RUSSELL, L.J., agreed with Lord HANWORTH, M.R.

COUNSEL: *Hon. Geoffrey Lawrence*, K.C., and *Theobald Mathew*, for the appellants; *Archer*, K.C., and *Giveen*, for the respondent.

SOLICITORS: *Charles Russell & Co.*, for appellants; *Andrew, Wood, Purves and Sutton*, for respondent.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Dobbin *v.* Ogden and Another.

Shearman and Acton, JJ. 15th January.

LANDLORD AND TENANT—THE ACT OF 1927—CLAIM FOR COMPENSATION OR NEW LEASE—NOTICE SERVED TWO DAYS BEFORE THE ACT CAME INTO FORCE—BAD NOTICE—LANDLORD AND TENANT ACT, 1927 (17 & 18 Geo. 5, c. 36), ss. 4, 5.

Appeal from a decision of Judge Leigh, Manchester County Court.

The plaintiff in the county court action, Joseph Dobbin, was the lessee of premises at 74, Oldham-street, Manchester, where he carried on the business of a draper and milliner; his lease was due to expire on Lady Day, 1929. When the Landlord and Tenant Act, 1927, was passed, he, being desirous of availing himself of its provisions, served a notice upon his landlords, the defendants, which was dated the 23rd March, 1928, claiming compensation for loss of goodwill under s. 4 of the Act, or a new lease of the premises under s. 5. Both the service of that notice, effected by registered letter, and the acceptance of service, occurred

before the 25th March, 1928, which was a Sunday and the day on which the Landlord and Tenant Act came into force. The county court judge refused to accept the plaintiff's counsel's submission that the notice of the claim was valid, even though given two days before the Act came into operation, and he gave judgment for the defendants on the ground that the notice having been served before the 25th March, 1928, was bad, and not given under the Act. The plaintiff now appea'ed.

SHEARMAN, J., stated the facts, and said that the question was whether a notice of the present nature, given before the Act came into force, was or was not a nullity. The Act was introduced on the 8th February, 1927, it received the Royal Assent on the 22nd December, 1927, but the Act itself provided that it should not come into operation until the 25th March, 1928. His lordship read the material sections of the Act—ss. 4 and 5—and said that they could only apply to a holding with regard to which the machinery of the Act had actually come into operation. In the present case the notice which was served did not apply to a holding under the Act and was not served in a prescribed manner; on those two grounds it amounted to a nullity and was no notice at all. The county court judge was right in saying that he had no jurisdiction to deal with the claim, and the appeal was dismissed, with costs.

ACTON, J.: I agree.

Leave to appeal was granted.

COUNSEL: *A. R. Kennedy*, K.C., and *H. J. Barker*, for the appellant; *Sir T. Willes Chitty*, K.C., and *Hanbury Aggs*, for the respondents.

SOLICITORS: *Pritchard, Englefield & Co.*, agents for *Lloyd and Davies*, Manchester; *Gregory, Rowcliffe & Co.*, agents for *Frank Barrett*, Manchester.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Brown *v.* Dagenham Urban District Council.

McCardie, J. 22nd February.

LOCAL GOVERNMENT—CLERK AND ASSISTANT OVERSEER—SUMMARILY DISMISSED—THREE MONTHS' NOTICE ON MINUTE—COUNCIL'S POWER TO DISMISS AT WILL—PUBLIC HEALTH ACT, 1875, 38 & 39 VICT., c. 55, s. 189—LOCAL GOVERNMENT ACT, 1894, 56 & 57 VICT., c. 73, s. 5—RATING AND VALUATION, ACT 1925, 15 & 16 GEO. 5, c. 90, s. 49.

In this action the plaintiff, W. H. Brown, who was appointed as clerk and superintendent assistant overseer to he Dagenham Urban District Council, the defendants, claimed damages for alleged wrongful dismissal. The defendants pleaded that the plaintiff resigned his clerkship and that he was lawfully dismissed from his position as assistant overseer for neglect of duty and inefficiency. The plaintiff was appointed under s. 189 of the Public Health Act, 1875, as clerk, under a minute of the council dated the 9th April, 1926, which provided for three months' notice on either side to terminate the appointment. The plaintiff denied that he had resigned his office as clerk, and said that the defendants had granted him three weeks' leave from the date of the purported resignation. The plaintiff contended that he was entitled to three months' notice, but the defendants said that the minute so providing was destitute of legal value, and that by reason of the words of s. 189 of the Act of 1875 no contract was valid which provided that a clerk or the like official should be entitled to notice before dismissal.

MCCARDIE, J., came to the conclusion on the facts that the plaintiff did not resign his office as clerk, and that he was therefore entitled to three weeks' salary for the period of his leave. An official was entitled to bring an action for accrued salary against a local authority. The conduct of the council constituted a dismissal of the plaintiff as from the end of the three weeks' leave, for the position created by s. 189 of the Act of 1875 entitled a local corporate body to dismiss its clerk "at their pleasure," and the plaintiff's claim on that point failed. In his, his lordship's view, the council were also entitled under s. 5 of the Local Government Act, 1894, to revoke at any time the plaintiff's appointment as assistant overseer. He was also of opinion in the present case, however, that the council were not justified in law or in fact in dismissing him on the ground of misconduct, and so depriving him of any right to compensation under s. 49 of the Rating and Valuation Act, 1925. The plaintiff's claim for damages for wrongful dismissal failed; but he was entitled to recover £40, the amount of the three weeks' leave salary, and each side was ordered to pay its own costs.

COUNSEL: *P. Gordon Bamber* and *Harold Hill*, for the plaintiff; *Naldrett*, K.C., *Tindal Atkinson*, *A. Cecil Capon* and *Percy Lamb*, for the defendants.

SOLICITORS: *Bentley & Jenkins*, for *Snow & Snow*, Southend; *Helliwell, Harby & Evershed*, for *Simmons & Gay*, Romford.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

P——, C. I. *v.* P——, F. N.

Lord Merrivale, P. 7th December.

DIVORCE—WIFE'S COSTS OF COLLUSIVE PROCEEDINGS—*Robertson* v. *Robertson*, 6 P.D. 119.

This was the husband's application to the court to disallow to the wife the costs of her petition for dissolution, which had been dismissed for collusion. The petition was held by the court to have contained unnecessary and improper charges, which investigation would have shown were unfounded. Counsel for the husband, in the course of his argument, said that if a solicitor for a wife acted unreasonably it was improper conduct, and he could not expect the husband to pay for such litigation. He owed a duty in the matter to the husband as well as to the wife. Counsel for the wife relied on *Robertson* v. *Robertson*, 6 P.D. 119. The facts appear sufficiently from the judgment.

Lord MERRIVALE, P., in the course of his judgment, said that in 1927 the wife launched a petition for dissolution of her marriage. At the time the parties, who were both persons of immoral habits, were discussing the question of collusive proceedings. The main topic of a voluminous correspondence was whether the wife should receive £3,000 per annum after a decree, to be reduced by half on her re-marriage, or a smaller amount, which the husband said could not exceed £1,500 per annum. The question of a collusive divorce was discussed in the letters. After the petition had proceeded for a substantial time, the petitioner changed her solicitors, and the petition was brought to trial by the second firm of solicitors. Orders had been made assessing the wife's costs up to setting down and those to be secured. In the ordinary practice of the court the wife, on the failure of her petition, would probably be given an order for payment of her costs up to the amount secured. His Lordship referred to *Robertson* v. *Robertson*, *supra*. In reviewing the course of the pleadings, his lordship said that the charges of cruelty included one closely resembling a serious criminal charge. The situation was so changed by this that the gravamen of the matter was a veiled criminal charge alleged supplementarily to a petition for a decree *nisi* on the ground of adultery, not framed as a ground of relief, but framed in a way so as to be matter of supplement and aggravation. The husband was compelled in the midst of the discussion as to collusive divorce to take defensive measures. At the hearing the conclusion at which he, his lordship, had arrived was that he must dismiss the petition. He now had to see whether the case came within the rule in *Robertson* v. *Robertson*, *supra*. In these times, when the area of inquiry in divorce was so much widened from what it was in 1881 (the date of the decision in *Robertson* v. *Robertson*), and the matters in issue were so much more complex than

they were, and the question of the exercise of relief on discretionary grounds was often so vital, it was frequently a matter for consideration whether the old rule ought to continue in its absolute form. The inveterate practice of the court on which solicitors were entitled to act in accepting the responsibility of conducting cases was as stated in *Robertson* v. *Robertson*, *supra*. The wife ought to be provided, if she had not means of her own, at her husband's expense with the means of bringing her case before the court, or of properly defending the case brought against her. Whether she were successful or not, the costs of her suit properly incurred must be paid by the husband. If he (his lordship) were to say that the costs of the petitioner in this case had been properly incurred, his decision would sanction the framing of a petition which was not framed for the proper purpose of obtaining relief against the offending party in respect of marital misconduct, but which was conceived and framed with the wholly improper purpose of extorting from the husband a pecuniary settlement, one of the forms of which should be a dissolution of the marriage. The petition in its conception, construction and prosecution was not a thing done in pursuance of justice, but was done contrary to the due administration of justice. There was involved in the framing of the petition by whoever knew of the facts a wrongful thing, perhaps in itself unlawful. If it had been erroneously thought that the charges of cruelty must appear in the record, the next question was whether it was proper to proceed with them. It was practically clear that the only evidence the petitioner's solicitors had was the verbal statement of the petitioner, and the fact of the husband's repeated application for particulars of the charges should have put the petitioner's solicitor on inquiry. They had made no sort of examination of the charges for any juristic proof. Therefore he (his lordship) made no order as to costs on the wife's petition. As regarded the wife's costs of defending herself against the charges in the husband's answer, that was on a separate footing, the husband would be ordered to pay her costs up to £50.

COUNSEL.—*Noel Middleton*, for the husband; *Bucknill*, for the wife.

SOLICITORS: *Simmons & Simmons*, for the husband; *Valpy, Peckham & Chaplin*, for the wife.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

In Parliament.

House of Lords.

Parliament-square and other Streets Bill. Read a second time. 21st February.

Overseas Trade Bill. Read a second time. 21st February.

Companies Bill [H.L.]. Read a second time. 21st February.

Age of Marriage Bill. Considered in Committee. Debate adjourned. 21st February.

Northern Ireland Land Bill. Committed to Committee of the House. 26th February.

Local Government Bill. Read a second time. 27th February.

House of Commons.

London County Council (Co-ordination of Passenger Traffic) Bill. Read a second time and committed to a Joint Committee of Lords and Commons. 26th February.

London Electric Railway Companies (Co-ordination of Passenger Traffic) Bill. Read a second time.

Questions to Ministers.

STREET OFFENCES (COMMITTEE'S REPORT).

Sir R. THOMAS asked the Home Secretary whether he proposes now to introduce legislation to carry out any of the recommendations of the Street Offences Committee's Report?

Sir W. JOYNSON-HICKS: The important recommendations of this Committee are still under consideration. 21st Feb.

JUVENILE OFFENDER (SENTENCE).

Sir FRANK SANDERSON asked the Home Secretary whether he has considered the case of a boy of 17 who has been sentenced to three years' penal servitude; and whether he will take steps to have the boy transferred to a Borstal institution?

Sir W. JOYNSON-HICKS: My attention has been called to this case. The boy has a period of ten days from the date of conviction within which he may apply to the Court of Criminal Appeal for leave to appeal against his sentence. In the meantime it would not be proper for me to intervene. 21st Feb.

RIVERS (FLOODING).

Mr. MALONE asked the Minister of Health whether, in view of the exceptionally cold weather and the freezing of parts of the Thames and other rivers, any steps are being taken to protect the public against the possibility of flooding, such as caused considerable loss of life and disastrous damage last year?

Mr. CHAMBERLAIN: I am informed by the Thames Conservancy that necessary measures are being taken, and that there is no reason to expect flooding. I have not information as to other rivers. The Thames flood of last year was due to an exceptional tide. 21st Feb.

AGRICULTURAL CREDITS ACT, 1928.

Mr. BUXTON asked the Minister of Agriculture if he can give the figures showing the extent to which farmers are taking advantage of the provisions of Part II of the Agricultural Credits Act?

Mr. GUINNESS: The number of farmers' names on the register of agricultural charges on 21st February, 1929, was 963.

HOUSING (IMPROVEMENT SCHEMES, LONDON).

Sir R. GOWER asked the Minister of Health what representations have been made to him by, or on behalf of, the London County Council, or some committee thereof, regarding the operation of Section 46 of the Housing Act, 1925; what suggestions have been made to him by, or on behalf of, that authority or committee for the amendment of the law relating to the payment of compensation to the owners of dwellings which would be unexceptional if not situate in an insanitary area; and what action does he propose to take in the matter?

Mr. CHAMBERLAIN: I have not received any representations from the London County Council or any of its committees on this subject.

Societies.

The Medico-Legal Society.

President:
SIR WILLIAM WILLCOX, K.C.I.E., C.B., C.M.G., F.R.C.P.

An ordinary meeting of the Society was held at 11, Chandos-street, Cavendish-square, W.1., on Thursday last, the 28th ult., at 8.30 p.m., when a paper was read by Dr. Gerald Slot on "Fume Diseases," which was followed by an interesting discussion.

Legal Notes and News.

Professional Announcements.

(2s. per line.)

Messrs. GERRISH & FOSTER, of 26, College-street, E.C.4, have taken into partnership Mr. CECIL STRATTON GERRISH, the son of the senior partner. The name of the firm remains unchanged.

Mr. FREDERIC HUDSON has taken into partnership Mr. JAMES DERMOT WALSH and Mr. HORACE RICHARD CUDBIRD, who have been associated with him for some years. The firm will continue to practise as Smith & Hudson, at 24, Finsbury-square, E.C.2.

Professional Partnerships Dissolved.

WILLIAM SWEETLAND and HENRY JOHN EDWIN STINSON, solicitors, 4, Cullum-street (Sweetland, Greenhill and Stinson), as from 31st December. The business will in future be carried on by H. J. E. Stinson under the same name.

DE-RATING CLAIMS.

The time for the submission of claims by persons wishing to secure rate relief on industrial and transport premises has been extended by an amending Order of the Ministry of Health so as to enable claims to be submitted before the 1st April, 1929.

To facilitate completion of the lists, any claims not yet submitted should be sent in without delay to the Rating Authority (Borough, Urban or Rural District Council) from whom forms of claim may be obtained.

FIFTEEN-YEAR-OLD LITIGATION.

Lord Atkin, delivering a judgment of the Judicial Committee of the Privy Council recently, protested against the delay in the case before the court. The appeal was from a judgment of the High Court of Madras given in eleven suits of ejectment.

Seven out of the eleven suits, said Lord Atkin, were instituted in 1913, and the only question so far decided—and the only question before the Board—was whether the civil court in which the actions were brought had jurisdiction, and not, as the appellants contended, the Revenue Courts.

The determination of the question had required recourse on seven different occasions to the courts, and had occupied nine years in Madras. The case had taken six years more to reach that Board. Their lordships deplored the delay, which was obviously much greater than was necessary, and reached the borders of a scandal.

CERTIFIED ACCOUNTANTS' EXAMINATION RESULTS.

The results of the examinations of the London Association of Accountants held in December last have just been issued. The total number of candidates who presented themselves for the examination was 621, of which number 276 passed and 345 failed to satisfy the examiners. Thirty-seven candidates sat for the Final Examination, of whom nineteen passed and eighteen failed. Of those examinees who took the Final Examination in two sections, seventy-four passed in Section I out of 155 sitting; and in Section II fifty-four passed and sixty-seven failed. In the Intermediate Examination, of a total of 281 sitting, 112 passed and 169 failed, while seventeen Preliminary candidates passed and ten failed.

The Association's Certificate in Cost Accounts and Systems of Costing was gained by fifty candidates.

MOCK AUCTIONS BILL.

The Select Committee of the House of Lords set up to consider the Mock Auctions Bill, introduced by Lord Gorell, heard evidence at the House of Lords last week.

Sir Ernley Blackwell, Legal Assistant Under-Secretary to the Home Office, opposed the bill on behalf of his department. He contended that in its present form the bill did not proceed in the right direction. One of the main objections was that it did not contain any definition of "mock auctions" or "rigged sales," which it was desired to suppress.

Chief Inspector Hornbrook, of Scotland Yard, who gave evidence in support of the bill, thought that there might be an increase in the powers at present possessed by the police.

Eventually the Committee decided not to hear any further evidence, but to submit a report on the bill to the House.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'ndy Mar. 4	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. *More
Tuesday .. 5	Pitchie	Hicks Beach	More	Hicks Beach
Wednesday 6	Bloxam	Blaker	Hicks Beach	*Bloxam
Thursday . 7	Jolly	More	Bloxam	More
Friday 8	Hicks Beach	Pitchie	More	*Hicks Beach
Saturday .. 9	Blaker	Bloxam	Hicks Beach	Bloxam
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'ndy Mar. 4	Mr. Hicks Beach	Mr. Blaker	Mr. Jolly	Mr. Ritchie
Tuesday .. 5	*Bloxam	Jolly	*Ritchie	*Blaker
Wednesday 6	*More	Ritchie	Blaker	*Jolly
Thursday . 7	*Hicks Beach	Blaker	*Jolly	*Ritchie
Friday 8	Bloxam	Jolly	Ritchie	*Blaker
Saturday .. 9	More	Ritchie	Blaker	Jolly

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5½%. Next London Stock Exchange Settlement Thursday, 7th March, 1929.

	Middle Price 27th Feb.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	85½	4 13 6	—
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	101½	4 18 6	—
War Loan 4½% 1925-45	98	4 12 0	4 13 6
War Loan 4% (Tax free) 1929-42	101½	3 19 0	3 18 6
Funding 4% Loan 1960-1990	88¾	4 10 0	4 10 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91¼	4 7 0	4 7 6
Conversion 4½% Loan 1940-44	97¾	4 12 0	4 13 6
Conversion 3½% Loan 1961	76½xd	4 11 6	—
Local Loans 3% Stock 1921 or after	64	4 13 6	—
Bank Stock	262	4 13 0	—
India 4½% 1950-55	91½	4 18 6	5 2 0
India 3½%	69	5 1 0	—
India 3%	59	5 1 0	—
Sudan 4½% 1939-73	95	4 15 0	4 16 0
Sudan 4% 1974	87	4 12 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	82	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	81	4 6 6	4 19 6
Commonwealth of Australia 5% 1945-75	98½	5 2 0	5 2 0
Gold Coast 4½% 1956	97	4 13 0	4 16 6
Jamaica 4½% 1941-71	96½	4 13 6	4 15 0
Natal 4% 1937	93	4 6 0	5 1 0
New South Wales 4½% 1935-45	90	5 0 0	5 8 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	95	4 15 0	4 17 6
New Zealand 5% 1946	102½	4 17 6	4 16 0
Queensland 5% 1940-60	98½	5 2 0	5 2 0
South Africa 5% 1945-75	102	4 17 6	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	100	5 0 0	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 2 0
West Australia 5% 1945-75	98	5 2 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946-56	104	4 16 0	4 15 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60,	72	4 3 6	4 14 6
Hull 3½% 1925-55	79	4 8 6	4 19 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64	4 13 6	—
Manchester 3% on or after 1941	64	4 14 0	—
Metropolitan Water Board 3% 'A' 1963–2003	66	4 11 0	—
Metropolitan Water Board 3% 'B' 1934–2003	65	4 12 0	—
Middlesex C. C. 3½% 1927–47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	64	4 13 6	—
Stockton 5% 1946–66	102	4 18 0	4 18 0
Wolverhampton 5% 1945-56	103	4 17 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	96	5 4 0	—
L. & N. E. Rly. 4% Debenture	77	5 4 0	—
L. & N. E. Rly. 4% Guaranteed	72	5 11 0	—
L. & N. E. Rly 4% 1st Preference	64	6 5 0	—
L. Mid. & Scot. Rly. 4% Debenture	78½	5 2 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 2 6	—
L. Mid. & Scot Rly. 4% Preference	72	5 11 0	—
Southern Railway 4% Debenture	78½	5 2 0	—
Southern Railway 5% Guaranteed	100	5 0 0	—
Southern Railway 5% Preference	93	5 7 6	—

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